State of Connecticut, Department of Public Health **For Public Health Providers***

2009 Influenza A H1N1 Vaccine Provider Agreement **PIN:** _____

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Provider (*Print Provider Name and Business Address*)

agrees to receive 2009 Influenza A H1N1 vaccine from the Connecticut Department of Public Health (DPH) Immunization Program and the DPH and the above named Provider (hereinafter "Parties") agrees that the Provider:

1. shall not impose a charge to the patient or bill a third party (e.g., insurance company or Medicaid) for the cost of the 2009 Influenza A H1N1 vaccine received under this Provider Agreement, or for the cost of administration of such vaccine except as provided in paragraph 3 of this Provider Agreement;

2. shall not impose a charge to the patient or bill a third party (e.g., insurance company or Medicaid) for the cost of the needles and syringes provided under this Provider Agreement, and is prohibited from selling the 2009 Influenza A H1N1 vaccine, syringes or needles;

3. is permitted to invoice the Department of Public Health for the cost of administration of the 2009 Influenza A H1N1 in accordance with the amounts, terms and conditions provided by the Department of Public Health's Fiscal Office.

4. shall administer the 2009 influenza A H1N1 vaccine according to recommendations of CDC's Advisory Committee on Immunization Practices (ACIP);

5. shall provide a current Vaccine Information Statement (VIS) to each individual before vaccination and answer questions about the benefits and risks of vaccination. The provider is strongly encouraged to provide an immunization record card to the vaccine recipient or parent/guardian to provide a record of vaccination, to serve as an information source if a Vaccine Adverse Event Reporting System report is needed, and to serve as a reminder of the need for a second dose of vaccine (if necessary). Immunization cards will be included in each shipment of vaccine;

6. shall report moderate and severe adverse events to the Vaccine Adverse Event Reporting System (1-800-822-7967, http://vaers.hhs.gov) managed by the U.S. Centers for Disease Control and Prevention (CDC) and the U.S. Food and Drug Administration (FDA);

7. shall record in the patient's medical record or in an office log the date of administration, site of administration, vaccine type and lot number and name of the immunization provider for each individual vaccination and maintain all 2009 influenza A H1N1-related vaccination records for a period of three (3) years, *in addition to any other retention period otherwise required by law*, and if requested, shall make such records available to the Connecticut Department of Public Health (DPH) or the U.S. Department of Health and Human Services (DHHS) (this provision shall survive any termination of this agreement);

8. shall comply with the Connecticut DPH's Immunization Program requirements for ordering vaccines and with other requirements as detailed on the Vaccine Order Form (VOF) including the reporting of doses of vaccine administered by broad age categories and by dose number in the series on the order form provided by the DPH Immunization Program;

9. shall maintain proper vaccine handling and storage practices in accordance with the package insert provided with the vaccine and shall report to the DPH Immunization Program any vaccine wastage and/or loss;

10. shall have a system in place to safeguard storage of public vaccines by providing facility security such as a temperature recorder/alarm and restricted access to vaccine storage and handling area;

11. shall report by phone or fax to DPH any and all adverse reactions (reactions requiring medical attention) associated with the 2009 Influenza A H1N1 vaccine provided under this Agreement, within two weeks of any such adverse event occurrence;

12. agrees that only persons authorized under CT law to administer vaccinations shall administer vaccines provided under this Agreement to patients;

13. shall collaborate , if requested with their respective local health department/district regarding planned 2009 influenza A H1N1 vaccination activities;

14. shall grant the Connecticut Department of Public Health immediate access to the practice site and/or clinic, as applicable, to conduct vaccination program and patient record reviews as DPH deems necessary in its sole discretion;

15. understands and acknowledges that:

a. either party may terminate this Agreement at any time for any reason;

b. the provider shall give 30 days written notice before terminating this Agreement, and

c. the Department of Public Health may terminate this Agreement at its sole discretion for failure of the provider to comply with all the requirements cited under this Agreement; and

16. shall properly return any unused 2009 influenza A H1N1 vaccine to DPH upon termination of this Agreement; and

17. *shall indemnify and hold harmless the State of Connecticut for any liabilities resulting from willful misconduct in the administration of the 2009 influenza A H1N1vaccine provided under this Agreement; and*

This Agreement is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and made a part of the Agreement as if they had been fully set forth in it. This Agreement may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. At the Provider's request, the Agency shall provide a copy of these Orders to the Provider.

THE UNDERSIGNED, BEING THE PROVIDER OR HAVING THE SPECIFIC AUTHORITY TO BIND THE PROVIDER TO THE TERMS OF THIS AGREEMENT, HEREBY AGREES TO ABIDE BY AND COMPLY WITH ALL OF THE STIPULATIONS, CONDITIONS, AND TERMS SET FORTH HEREIN INCLUDING REPRESENTING THAT THE PROVIDER WILL COMPLY WITH THE NONDISCRIMINATION AGREEMENTS AND WARRANTIES OF CONNECTICUT GENERAL STATUTES §§ 4a-60(a)(1) AND 4a-60a(a)(1), AS AMENDED.

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Provider Name

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Signature of Authorized Representative Printed or Typed Date

Connecticut Department of Public Health

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Date

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*Public Health H1N1 vaccination clinics are public health organized clinics which receive Federal funds for the purpose of administering H1N1 vaccination. These include entities that are subcontracted on behalf of a local health authority, or other public entity to provide vaccination services for the purpose of administering H1N1 vaccination.